



# **Rental Choice VA**

## **Rental Assistance Pilot Program**

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# Agenda

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# DOJ Settlement Agreement Requirements

- Required that DBHDS:
  - Assemble baseline information re: # of individuals that would choose to live independently, if options were available;
  - Develop a plan to increase the target population's access to independent living options; and
  - Administer a one-time \$800,000 rental assistance program.



# Rental Choice VA

- Consists of two components:
  - **Rental Assistance** – This is the subsidy provided to help the individual afford the unit and is the difference between the tenant's share of the rent (i.e. 30%-40% of individual's income) and the total rent amount, including utilities, up to the HUD Fair Market Rent.
  - **Rent-up Assistance** – This limited fund is intended to assist the recipient when he or she first rents an apartment. Rent-up assistance may cover such things as paying a security deposit. *(To be used as an option of last resort)*



# Rental Choice VA- Example

Contract Rent: \$1,000

***Minus***

Tenant Contribution: \$164

***Equals***

Housing Assistance Payment: \$846

Tenant Contribution

$$\$210 - \$46 = \$164$$



Adjusted Gross Monthly Income

$$\$700 \times 30\% = \$210$$



Utility allowance- \$46



# Rental Assistance- Target Areas

- All program participants must live within the jurisdictional limits/service areas of either the Fairfax-Falls Church or the Virginia Beach CSB's. The program doesn't allow porting (i. e. use of rental assistance in non-target locality).
- Participants are not able to transfer from one Rental Choice VA locality to another, unless the transfer is approved by both CSB's and DBHDS.
- Participants are not able to continue to receive Rental Choice VA rental assistance if they move out of either target locality/service area.

# What Is an Independent Living Option?

1. Own home
2. Leased apartment
3. Family's home

*Rental Choice VA focuses on #2.*



# A leased apartment...

## IS:

- ✓ A legal dwelling unit with a full kitchen and bathroom
  - ✓ In a multifamily apartment building OR
  - ✓ A single family home (e.g., a 2BR house) OR
  - ✓ In a single family home, if permitted as an accessory dwelling unit
- ✓ Has a lease with an initial term of at least 12 months
- ✓ Integrated into the community (e.g., surrounded by units that house people with and without disabilities in natural proportions)

## IS NOT:

- ✗ An independent living facility (restricted to older adults or people with disabilities)
- ✗ A group home
- ✗ A boarding house
- ✗ A room to rent
- ✗ An apartment shared by 3 or more people with disabilities





# Eligibility

- ***To be eligible an individual must be:***

- At least 18 years of age or older;

**And**

- A recipient of ID waiver services and currently receiving residential supports in a congregate setting;

**Or**

- Be an individual with ID or DD transitioning out of an institution (a nursing facility or Intermediate Care Facility).



# Eligibility (cont.)

- **Participants must also meet the following conditions while receiving assistance:**
  - Reside in and receive targeted case management in one of the target localities,
  - Be a current recipient of an Intellectual or Developmental Disability Waiver, **and**
  - Must apply for and remain on the waitlist for other rental assistance programs to include, but not be limited to the Federal Housing Choice Voucher Program (HCVP). *(Assumes the wait list is open).*



# Slot Allocation

| <b>Slot Allocation Category</b>                                                                                     | <b>Minimum number of slots to be made available by the VA Beach CSB</b> | <b>Minimum number of slots to be made available by the Fairfax/Falls Church CSB</b> | <b>Total number of rental assistance slots available for Pilot Program</b> |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Medicaid Waiver Cost<br>(Congregate residential services only)<br>\$40,000 - \$54,999                               | 1                                                                       | 1                                                                                   | 2                                                                          |
| Medicaid Waiver Cost<br>(Congregate residential services only)<br>\$55,000 - \$64,999                               | 5                                                                       | 4                                                                                   | 9                                                                          |
| Medicaid Waiver Cost<br>(Congregate residential services only)<br>\$65,000 - \$80,000                               | 1                                                                       | 1                                                                                   | 2                                                                          |
| Individuals transitioning from an institution on DD Waiver (e.g., a nursing facility or Intermediate Care Facility) | 3                                                                       | 2                                                                                   | 5                                                                          |
| <b>TOTAL</b>                                                                                                        | <b>10</b>                                                               | <b>8</b>                                                                            | <b>18</b>                                                                  |



# Ranking Criteria

- **Applications will be ranked as follows for individuals that meet the eligibility criteria and have lived in a congregate setting for:**
  - At least 10 years and they have expressed a desire to live more independently.
  - At least 5 years and they have expressed a desire to live more independently.
  - At least 3 years and they have expressed a desire to live more independently.
  - At least 1 year and they have expressed a desire to live more independently.
  - Less than a year and they have expressed a desire to live more independently and their ISP/CSP reflects their desire to live more independently.

# CSB Responsibilities

## ALL CSB/DD WAIVER SUPPORT COORDINATORS:

- Educate individuals about the option to participate in the Rental Choice VA program.
- Assist individuals with completing application and supporting documentation for the Rental Choice VA program.



# CSB Responsibilities

## CSB/DD WAIVER SC's:

- If individual is found eligible to participate, help individual complete and sign the Participant Responsibility Agreement, Housing Profile and Household Spending Plan.
- Gather documentation for initial income certification with recipient and submit this with Participant Agreement to CSB Housing Coordinator.
- Submit Housing Profile and Spending Plan to Good Shepherd Housing (GSH) Housing Locator.



# CSB Responsibilities (cont.)

- Coordinate with Housing Locator to identify at least three appropriate rental properties with rents/lease terms that meet Rental Choice VA requirements.
- Coordinate with individual's service planning team to plan who will take individual to visit properties, assess appropriateness, help individual complete rental housing applications and submit required documentation, and attend required meetings to process the application. Revise individual's service plan as needed to reflect additional services or changes in service tasks/activities that support the transition to independent housing.
- If needed, link individual to funding sources to cover expenses such as application fees, security deposits, holding fees, utility deposits, etc.



# CSB Responsibilities (cont.)

- Coordinate services and resources needed to support individual's move into an eligible unit.
  - a. identify needed furnishings, housing supplies, medical/adaptive equipment and/or unit modifications needed and link to resources ;
  - b. identify who will assist with physical move into unit;
  - c. identify who will provide orientation to the unit, the building and the neighborhood. Orientation should cover rights and responsibilities of tenancy, neighborhood features and amenities, transportation options, what to do in an emergency.
- Assist individual with making requests for any needed Reasonable Accommodations from landlord(s).
- Assist individual to request, as needed, a 30 day extension from CSB Housing Coordinator, to locate a housing unit.





# CSB Responsibilities (cont.)

- Assist individual to review lease terms and conditions. Make sure all lease terms comply with Rental Choice VA requirements (Housing Locator can assist with this review – e.g., Lease or Occupancy Agreement with landlord must have a minimum term of 12 months; if individual breaks lease, forfeiture of security deposit is permitted but he/she must not be required to pay out remainder of rent for lease term; individual cannot be forced to waive right to legal proceedings)
- After landlord signs HAP, CSB Housing Coordinator will notify SC that individual can sign lease with landlord. Submit copy of signed lease to CSB Housing Coordinator.
- Identify support persons (formal, informal) who will serve as a liaison to landlords;



# CSB Responsibilities (cont.)

- Assist individual to apply for a Housing Choice Voucher and other available permanent housing subsidies/programs as available.
- Establish and maintain relations with landlord, property manager and other service agencies.
- Monitor individual's living arrangement according to case management contact requirements and assist individual to address landlord-tenant, housemate, and neighbor issues that may arise. Ensure service provider monitors the same and assists individual with building independent living skills to address these issues. If issues with landlord arise that individual has difficulty resolving, advocate on individual's behalf with the landlord. If this action fails, notify CSB Housing Coordinator.



# CSB Responsibilities (cont.)

- Submit documentation for participant re-certification, as needed:
  - Release of Information Forms signed. A standard HIPAA compliant release will be acceptable.
  - Income Verification form(s)



# DBHDS Responsibilities

- Monitor CSB performance related to planning, initial occupancy and ongoing operations.
- Evaluate program to assess whether State General Fund Medicaid savings and improvements to the individual quality of life are realized.
- Facilitate meetings between the CSB's and other housing organizations as needed to avoid or resolve problems.
- Work with CSB's to develop process and respond and resolve appeals or grievances regarding denial of program eligibility.



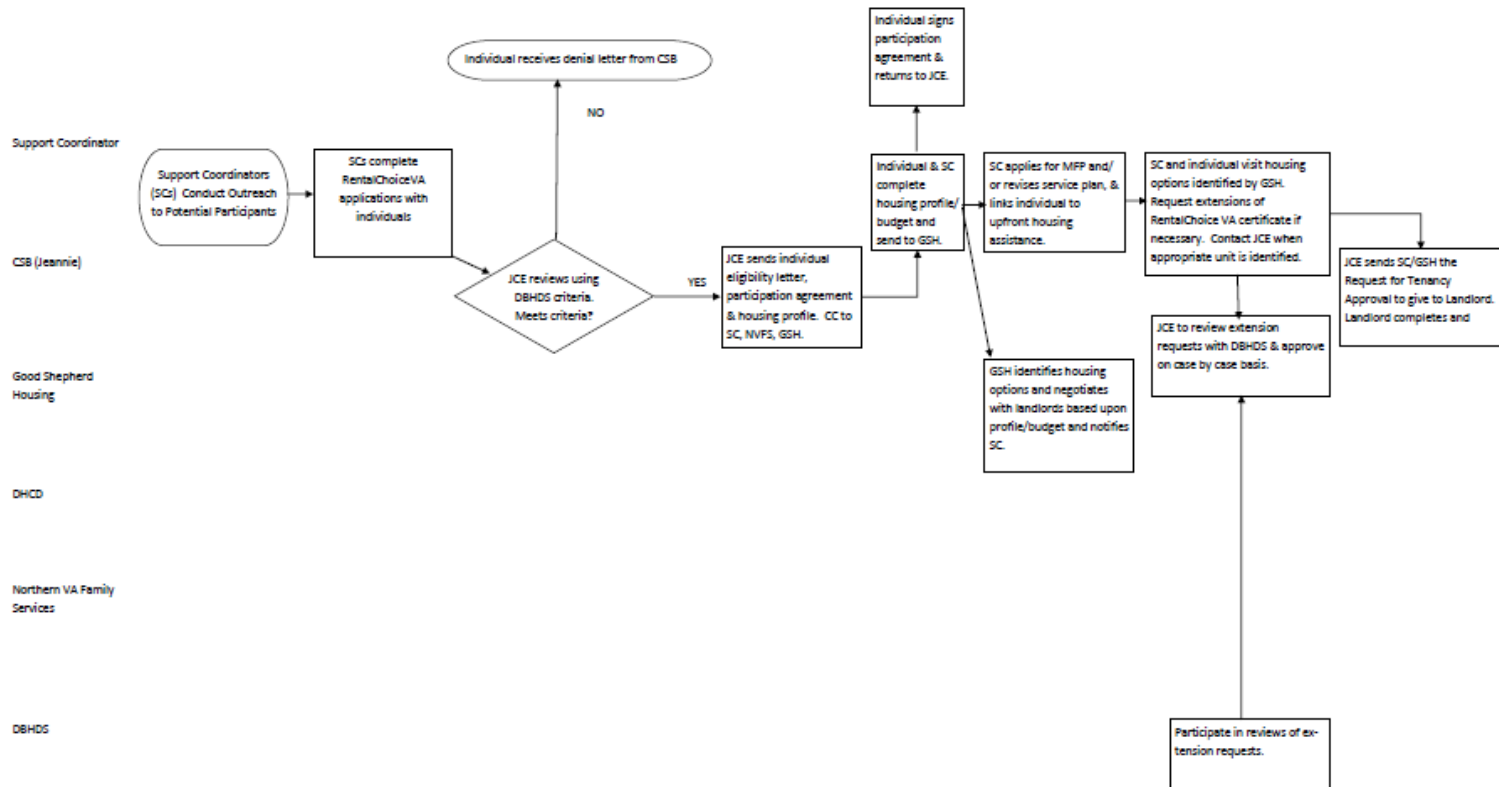
# DBHDS Responsibilities (cont.)

- Ensure that the CSB works with each individual to assure housing support is included in the tenant's services plan.
- Assist CSB's to recruit landlords to participate in the Rental Choice VA Program.



# Application Process

Individual

**RentalChoice VA Process Flow in Fairfax County**




# Housing Search

- The applicant has 90 days from the date that they are notified that they are certified eligible to begin using the rental assistance.
- If the rental assistance is not utilized; the applicant or the CSB may request one 30-day extension.
- Extensions must be submitted in writing to the DBHDS Housing Specialist.



# Housing Search (cont.)

- In extenuating circumstances, a second 30-day extension can be requested in writing (extreme situations) and reviewed by the DBHDS Housing Specialist for approval.
- No applicant will receive more than 150 days to locate a housing unit.
- Current program participants moving between units will have 30 days to find a new unit.
  - If the slot is not utilized within this timeframe, the applicant or their service provider(s) may request up to three 30-day extensions.



# Household Composition

- Everyone expected to reside in the household must be identified at the time of application.
- Changes in household composition must be reported to the CSB within 10 days.
- The income of some households members may count towards the Adjusted Gross Income of the household.



# Live-in Aides

- The applicant must provide a letter from their physician, psychiatrist, other licensed medical practitioner or health care provider, documenting that the live-in aide is essential to their care or well-being.
- A relative may be a live-in aide but must meet all of the requirements for a live-in aide.
- The income of a live-in aide is not counted as a part of the household income.

# Live-in Aides (cont.)

- A live-in aide qualifies for occupancy only so long as the participant needs the support services the aide provides and they are chosen by the participant to provide said services.
- Landlords may deny residency to a live-in aide if they determine via a background check or screening process reveals; the live-in aid has a history of criminal behavior or committed other acts against another landlord's property.

# Unit Size Determination

The following factors will be considered in determining the unit size:

- Number of persons
- Relationship of persons
- Gender and age of persons
- Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs

| Minimum number of persons in household | Maximum number of persons in household | Unit Size |
|----------------------------------------|----------------------------------------|-----------|
| 1                                      | 1                                      | 0 Bedroom |
| 1                                      | 2                                      | 1 Bedroom |
| 2                                      | 3                                      | 2 Bedroom |
| 3                                      | 4                                      | 3 Bedroom |



# Fair Market Rent

- The FMR is the maximum allowable rent for a unit, including all utilities
- Budget projections are based on HUD's FY 2013 FMR's.
- On a case by case basis, rents (including utilities) of up to 120 percent of applicable FMR may be allowed.
- When a CSB determines a reasonable rent that exceeds 100 percent of FMR, the CSB must seek a waiver from the DBHDS.



# Contract Rent Amount

- CSB's must determine whether the rent being charged for an assisted unit is both:
  - Reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
  - Not more than rents currently being charged by the same owner for comparable unassisted units.



# Utility Allowance

- CSB's are encouraged to work with landlords to include the utilities in the rental amount.
- If a landlord is willing to include the utilities in the rental amount, the Utility Allowance is \$0.
- A utility allowance can be included in the rental calculations when determining Tenant Rent and HAP amount.
- CSB's should use standard Utility Allowances approved by the local housing agency.



# Housing Quality Standards

- Rental Choice VA has adopted the HUD's Housing Quality Standards health and safety regulations.
- All units receiving rental assistance must meet or exceed HQS standards.
- Initial and annual HQS inspections must be performed.
- An inspection must be conducted after a tenant moves out of a unit to determine the condition of the unit (this is not an HQS inspection).





# Program Participation Agreement

- This pilot seeks to provide participants with the rights and the responsibilities of tenancy.
- Each participant must sign a Program Participation Agreement.
- The CSB staff will work with the tenant to uphold their responsibilities as outlined in the agreement.



# Landlord Participation Agreement

- Landlord must sign
  - Agrees to charge a specific rent for the lease term
  - Agrees to a specific monthly subsidy amount
  - Agrees to abide by HQS terms for unit maintenance
- **Individuals should NOT sign leases until their units pass HQS and the landlords sign the participation agreement!**



# Occupancy

- Participants will be required to notify their landlord & the CSB of their intention to leave a housing unit by providing a written 60-day notice before the expiration of the initial lease term.
- The notice must inform the CSB if the participant intends to remain in the program but find another unit or if the participant is leaving the program entirely.
- If a participant in the program vacates a unit for more than 30 days without giving a 60-day written notice to both the CSB and the landlord; the housing assistance payment for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated.



# Occupancy (cont.)

- If the tenant returns to their unit before the last day of the assistance payment the program will continue to provide the rental assistance.



# Occupancy- Temporary Vacancies

- At times a participant may be vacant from a unit on a temporary basis. This “Temporary Vacancy ” includes brief absences such as visiting family, vacationing, short hospitalization, etc).
- A vacancy is considered temporary if it does not exceed 30 days in length. Housing assistance payments will be made during these temporary vacancies.
- Tenants are responsible to ensure payment of their portion of the rent during these temporary vacancies.



# Occupancy- Temporary Vacancies (cont.)

- When a tenant must be absent from a unit for more than 30 days related to health issues, Rental Choice VA assistance may continue for a period not to exceed 90 days per occurrence.
- Both the tenant and Support Coordinator must notify the landlord both verbally and in writing. Such written notification should include anticipated period of absence from the unit.
- The CSB is not required to give the specific reason for the individual vacating the unit nor is the tenant obligated to divulge any medical information.
- Arrangements must be made to get the rent paid during this specified period of time.



# Occupancy- Abandonment

- A unit will be considered abandoned if the CSB is unable to verify occupancy by a participant after a good faith effort has been made to locate the participant.
- The tenant may be terminated from the program under this circumstance.



# Occupancy- Eviction

- If a tenant is repeatedly given notices to pay or quit on 4 or more occurrences during a rolling 12 month period for not paying their rent, damaging the unit, harassing other tenants or continuing to violate the lease or break established program rules despite prior warnings the tenant may be terminated from the program.
- It may be necessary for the landlord to evict a tenant and if that occurs, the tenant may be terminated from the program.
- The tenant will also be responsible for their portion of the rent until the unit is vacated and will be responsible for reimbursing the program for all program incurred expenses for any damages deducted from the security deposit that were paid by the program.





# Occupancy-Death

- In this unfortunate event, the CSB will work with the landlord to determine if the unit will be re-rented to another program participant.
- In the event that the deceased program participant has a live-in aide, the live-aide shall have 30 days to vacate the unit.
- Surviving member(s) of a household may receive rental assistance until the end of the second month (60 days) following the eligible tenant's death (e.g., if an individual dies in March rental assistance available through May).



# Occupancy- Death (cont.)

- The surviving members can negotiate with the landlord to remain in the unit without the rental assistance. If an adult surviving family member meets program eligibility criteria they may apply to the program and the subsidy may be transferred to their name as the head of household and be continued in accordance with program regulations.



# Re-Certifications

- If a participant experiences a change in income or household composition, the CSB must review and re-certify their assistance amount and tenant contribution.
- The CSB shall provide a minimum of 30 days notice to the participant and the change shall be effective the following month's rent period.
- CSB shall complete re-certification in a timely and efficient manner (i.e. within 30 days of any change).



# Termination

- Rental Assistance may be terminated if a participant violates conditions of occupancy.
- CSB's should exercise judgment and take into consideration extenuating circumstances so that participants are only terminated for the most serious rule violations.
- If termination is necessary, the CSB must provide a 30-day written notice to the landlord, program participant and the DBHDS Housing Specialist containing a clear statement regarding the reason for termination and an opportunity for appeal.
- If an individual chooses to appeal, assistance must continue through the entire appeals procedure.



# Termination (cont.)

- A termination form must be completed for each participant leaving the program. This form must be completed within 30 days of the participant's exit.
- When the tenant has knowingly committed or consents to another person in their unit or premises to knowingly commit a substantial violation, the CSB can terminate the rental assistance with less than 30 days notice.
- The following are considered substantial violations:
  - Possession, use, sale, distribution or manufacture of a controlled substance;
  - Unlawful use of a deadly weapon;
  - Unlawful action causing serious physical harm to another person;
  - Sexual assault or sexual molestation of another person;



# Termination (cont.)

- The following are also considered substantial violations:
  - Entry into the dwelling unit or vehicle of another person without that individual's permission and with the intent to commit theft or assault;
  - Theft or attempted theft of property by use or threatened use of force; or
  - Intentional or reckless damage to property in excess of one thousand dollars.
- In such circumstances where a substantial violation has occurred, the CSB can give the tenant a 3-day notice that the subsidy will be terminated.
- In cases of substantial violation, it is recommended that the CSB work with the landlord regarding the termination of assistance and any potential action on the part of the landlord in carrying out the lease/occupancy agreement.



# Appeals

- The applicant or tenant makes a written request, called a Step 1 appeal, to the CSB within ten (10) working days from the date of the decision or action s/he is appealing.
- Within ten (10) working days, the CSB shall respond in writing to the Step 1 Appeal. The CSB may request an extension of an additional five (5) working days, if necessary.
- If the Applicant or tenant is not satisfied with the outcome of the Step 1 Appeal, he or she may appeal within ten (10) working days by filing a written Step 2 Appeal to the DBHDS Housing Specialist.
- The DBHDS Housing Specialist conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal.



# Appeals

- If dissatisfied with the Step 2 response, the Applicant or Tenant may appeal to the Commissioner of DBHDS or his/her designee. The written appeal must be sent within ten (10) working days from the date on the letter of the Step 2 decision.
- The Commissioner shall render a final decision related to the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DBHDS.
- If the Applicant or Tenant remains dissatisfied with the outcome of the Step 3 ruling, the Applicant or Tenant may obtain further review of the decision in accordance with the Administrative Process Act (§2.2-4000 et seq. of the Code of Virginia).





# After Year Three- What happens?

- Rental Choice VA provides rental assistance for up to a three-year period.
- After the third year there are no additional funds available to support the program.
- CSB's must link program participants to additional housing options/rental assistance resources well in advance of the end of the third year of the pilot.